



THE BIG GEAR SHOW, LLC

2024 TERMS AND CONDITIONS

Exhibitors. The Big Gear Show reserves the right to determine the eligibility of any company for participation in the event at anytime, including up to and during the event itself. The Big Gear Show also reserves the right, in its sole and absolute discretion, to determine the configuration of the exhibit space.

Subletting Space. Exhibitors may not reassign, resell, share, or sublet booth space. Exhibitors found to be in violation of this agreement will be removed from the show.

Admission. This event is open only to those representatives of exhibitors, retailers, and others who receive a valid pass from The Big Gear Show. The Big Gear Show reserves the right to refuse admission to any persons for any reason.

Conduct. The Big Gear Show has a zero-tolerance policy for abusive behavior or openly discriminatory actions during any phase of our Event. This includes verbal or written statements to or about staff, attendees, or any Event participant or group, and in any associated article or post leading up to or following the Event. The Big Gear Show reserves the right to remove exhibits or individuals from the event platform at any time. The Big Gear Show strives to create and maintain a welcome environment for all people.

Exhibit Design. No exhibit side or back walls shall be permitted to interfere with a neighboring exhibit. Booth back walls may exceed eight feet in height with prior approval from show management. End-caps must not block view of other booths.

Safety and Fire Laws. All applicable fire and safety laws of Denver, Colorado must be observed by exhibitors. No decorations made of flammable materials are permitted. Wiring must comply with local Fire Department and Underwriters Rules.

Booth Decoration. Exhibitors must contract for electrical hookups, booth cleaning, drayage, telecommunications service, tent, furnishings, and other booth decoration and/or assembly services, as may be needed, only through The Big Gear Show or the services contractor approved by The Big Gear Show.

Load In/Out. A full load-in/out schedule will be published by The Big Gear Show. Exhibitors must load and unload all booth materials only designated loading zones.

Sound level. Any device which produces sound must be operated so as not to disturb other exhibitors. The Big Gear Show reserves the right to determine acceptable sound levels. Exhibitors are responsible for paying license fees where required as part of their exhibit or presentation.

Electrical. Electrical fittings are available at charges listed in the exhibitor kit. All wiring on displays or display fixtures must conform to the minimum standards established by The Big Gear Show and must meet Fire Marshal approval.

Photography. All photographic rights are reserved to The Big Gear Show. Exhibitors wishing to make their own arrangements for the professional photographing of their exhibit must apply to and receive written approval from The Big Gear Show, whose permission shall not be unreasonably withheld. No event vendor shall photograph another exhibitor's booth, or any portion thereof, without permission of said exhibitor. Violators will be asked for their media chip and escorted from the premises.

Exhibit Cleaning. Exhibitors must make arrangements to keep their booth free of accumulated rubbish by placing it in all proper provided trash and recycling receptacles.

Relocation & Floor Plan Revision. The Big Gear Show at its sole discretion retains the exclusive right to revise the exhibition floor plan and/or move exhibitors as necessary.

Violation of Clear Aisles and Booth Dimensions. Exhibitors whose show materials extend into aisles will be asked to remove materials. Those not complying will be removed from the show.

Promotional Activities. All promotional activities must be confined to the exhibitor's booth. Distribution of literature or display of promotional material in any other area is strictly prohibited unless approved in writing as part of an agreement with The Big Gear Show. Violators will be removed.

Advertising Matter. The exhibitor may distribute advertising from its exhibit only. Materials found outside an exhibitor's contracted space will be removed by show management. Payment for removal of this matter including damage caused to the venue by an exhibitor is the responsibility of said exhibitor. The Big Gear Show assumes no responsibility for damage caused by exhibitors to exhibit facilities.

Personnel. The Big Gear Show reserves the right to determine whether the attire of booth personnel is acceptable and in keeping with the best interest of the exhibitors and event. Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Personnel shall wear exhibitor badge identification at all times while they are in the exhibit area. The Big Gear Show reserves the right to restrict or limit the number of exhibitor representatives.

Food Service. All food and beverages distributed in exhibit areas must adhere to the policies of Denver Parks. This applies during set up and show hours.

Payment. Exhibitor is liable for a minimum of 50% of the total contract upon approval of registration; and 100% is due by January 19th, 2024. An invoice with payment instructions will be sent to you via email. The Big Gear Show. Payments can be made online or via check. Exhibitors wishing to pay via check or wire transfer should contact info@thebiggearshow.com. Your registration will not be finalized or confirmed until this payment has been received by The Big Gear Show.

Liability. The Big Gear Show shall not be held liable for and is hereby released from any damage, loss, harm, or injury to the person or property of Exhibitor or any of its visitors, officers, agents, customers, employees or other representatives, resulting from Exhibitor's participation in the event, licensing and/or use of exhibition space hereunder, or on mountain, roads, paths, or waterways, or the failure of The Big Gear Show to make available the exhibit space or hold the event, however caused, including that caused by The Big Gear Show's or any facility's negligence. All participants who participate in demo activities must sign a waiver.

Indemnification. Exhibitor shall indemnify, defend, and hold harmless The Big Gear Show and Denver Parks from any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the event, its licensing and/or use of exhibition space hereunder, or any action or failure to act on the part of Exhibitor or its officers, agents, employees, or other representatives.

Insurance. Exhibitor understands that neither The Big Gear Show nor Denver Parks maintains insurance covering Exhibitor's liability or property, and Exhibitor must obtain, at its sole expense, insurance for its exhibit material and products against loss or damage, and public liability insurance against injury to the person or property of others. The Big Gear Show and Denver Parks are to be named as an additional insured and Exhibitor shall provide evidence of such insurance to The Big Gear Show and Denver Parks prior to set up.

Losses. The Big Gear Show does not assume responsibility for damages to the exhibitor's property or lost shipments either coming in or going out of the exhibition, nor is The Big Gear Show responsible for shipping, drayage, parking, or other exhibitor costs. If the exhibit



THE BIG GEAR SHOW, LLC 2024 TERMS AND CONDITIONS

fails to arrive in time for the show, no refund of exhibit fees will be allowed.

Vendor Courtesy. No exhibitor or representative of an exhibitor shall enter the booth space of another registered exhibitor without invitation. No exhibitor shall take printed materials belonging to another exhibitor without said exhibitor's permission. Any solicitation of exhibitors without permission is strictly forbidden.

Show Schedule. The Big Gear Show reserves the right to revise show hours. Exhibitor agrees it will not begin to break down its booth before the published end of the show. Exhibitors in violation will be subject to a \$500 early break-down fee and risk future exhibition opportunities with The Big Gear Show.

Losses, Damages, Claims. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the exhibition venue premises and will indemnify, defend, and hold harmless the exhibition venue its owner, and The Big Gear Show from any and all such losses, damages, and claims.

Off-site Events. During the event, exhibitor agrees not to hold events, trainings, hospitality suites, facility tours, or exhibitions either inside or outside the event premises without the express written consent of The Big Gear Show. Exhibitors conducting unapproved off-site events will be immediately ejected from and banned from future exhibitions.

Cancellation by the exhibitor. An exhibitor may cancel their exhibit space registration and receive a full refund if done so within 60 days of the original registration date. If cancellation is requested after this 60-day period the exhibitor is responsible for 100% of the contracted exhibit space amount, regardless of the amount paid to date. Cancellations within 30 days of the show will not be permitted and no refunds will be approved.

No Show Policy: If the Manufacturer, through circumstances beyond its control, is delayed in arrival or set-up, the Manufacturer must notify The Big Gear Show Director's office. Non-notification could result in the resale of the contracted space and absolutely no refunds will be made.

Modification or Cancellation of the Exhibition. In the event the premises in which the Event is or is to be conducted shall become, in the sole discretion of The Big Gear Show, unfit for occupancy, or in the event the holding of the Event or the performance of The Big Gear Show under the Application (of which these terms and conditions are a part) are substantially or materially interfered by any cause or causes, this contract and/or the Event may be modified or terminated by The Big Gear Show. The Big Gear Show shall not be responsible for delays, damage, loss, increased costs or emotional distress or other unfavorable occurrences to exhibitors arising from unforeseen events, acts or omissions that result in modification or termination of the Event. The Big Gear Show reserves the right to make reasonable modification to the rules and regulations applicable to this exhibition in keeping with laws, regulations, or for any other reason deemed necessary by The Big Gear Show. If The Big Gear Show terminates this show, this contract, and or the Event (or any part thereof), or is required to do so by State of Colorado, The Big Gear Show shall not be liable to the exhibitor for any compensation other than for a prorated refund of such exhibitors' booth fee payment determined on the basis of the number of exhibit days remaining, if any. For the purposes of this contract "unforeseen events, acts, or omissions" shall include but not be limited to fire, theft, casualty, flood, snow and ice storms, epidemics including COVID-19, earthquake, inclement weather, explosion or accident, blockade or embargo, governmental restraints, orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or labor disturbances, inability to secure sufficient labor, failure or lack of adequate transportation, inability to obtain, requisition, or commandeer necessary supplies or equipment, local, state, Federal laws,

ordinances, rules, orders, decrees, or regulations of any kind whether constitutional or unconstitutional, and any act of God.

Termination. The Big Gear Show may terminate this Agreement at any time, including during the Event, for any reason without a refund to the Exhibitor, including but not limited to the following circumstances: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner, (ii) upon any breach or threatened breach of this Agreement by Exhibitor, (iii) if for any reason The Big Gear Show believes the Exhibitor's exhibit or presence at the show is or would be inappropriate and not in keeping with the purpose of the Event, or (iv) if Exhibitor becomes insolvent or seeks the protection of bankruptcy or similar statute.

Taxes, Licenses. Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with The Big Gear Show.

Applicable Laws. This contract is subject to the laws of the State of Delaware and any complaints, claims, legal actions or disputes shall be adjudicated in a venue chosen by The Big Gear Show.

Consent to Use of Photographic Images and Name for Purposes of Trade Show Promotion. Exhibiting or attendance at, or participation in, The Big Gear Show constitutes an agreement by the exhibitor to allow use and distribution (both now and in the future) of the company name in exhibition promotion.

Supersedes All Other Agreements. This contract for exhibit space at The Big Gear Show supersedes all other agreements either written or oral.